

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SNOHOMISH COUNTY,

Plaintiff,

v.

ALLIED WORLD NATIONAL ASSURANCE
COMPANY, ARROWOOD INDEMNITY
COMPANY (f/k/a ROYAL INDEMNITY
COMPANY), BERKLEY NATIONAL
INSURANCE COMPANY, CLARENDON
NATIONAL INSURANCE COMPANY, CRUM
& FORSTER SPECIALTY INSURANCE
COMPANY, ENDURANCE AMERICAN
INSURANCE COMPANY, EVEREST
NATIONAL INSURANCE COMPANY,
FIREMAN'S FUND INSURANCE COMPANY
OF WISCONSIN, THE INSURANCE
COMPANY OF THE STATE OF
PENNSYLVANIA, INSURANCE COMPANY
OF THE WEST, LEXINGTON INSURANCE
COMPANY, NATIONAL CASUALTY
COMPANY, THE PRINCETON EXCESS &
SURPLUS LINES INSURANCE COMPANY
and STARR INDEMNITY & LIABILITY
COMPANY,

Defendants.

NO. 2:16-cv-00063-BJR

STIPULATION AND ORDER OF
DISMISSAL

STIPULATION

Snohomish County filed this suit against its insurers, seeking coverage for several underlying lawsuits arising out of the March 2014 Oso Landslide. Specifically, the County was initially named a defendant in the following underlying litigation:

- *Pzonka v. Snohomish Cnty.*, King Cnty. Super. Ct. No. 14-2-18401-8 SEA (filed July 1, 2014);
- *Ward v. Snohomish Cnty.*, King Cnty. Super. Ct. No. 14-2-29255-4 SEA (filed Oct. 24, 2014);
- *Regelbrugge v. Washington*, King Cnty. Super. Ct. No. 15-2-01672-5 SEA (filed Jan. 21, 2015); and
- *Lester v. Snohomish Cnty.*, King Cnty. Super. Ct. No. 15-2-02098-6 SEA (filed Jan. 26, 2015).

("Oso I").

In March 2017, three additional lawsuits were filed against the County arising out of the same circumstances:

- *Bellomo et al. v. Snohomish County et. al.*, King Cnty. Super. Ct. No. 17-2-06738-5 SEA (filed March 21, 2017);
- *McPherson et al. v. Snohomish County et al.*, King Cnty. Super. Ct. No. 17-2-06726-1 SEA (filed March 21, 2017); and
- *Hadaway, et al. v. Snohomish County et al.*, King Cnty. Super. Ct. No. 17-2-06751-2 SEA (filed March 21, 2017).

("Oso II").

As set forth in the parties' status report dated June 27, 2019 (Dkt. No. 255), the Washington Supreme Court denied the petitions for review of the Oso I cases, ending those actions. Additionally, following the Supreme Court's decisions, the remaining parties in the Oso II cases stipulated to the dismissal of those actions. As a result, the underlying claims for which the County sought insurance coverage in this action have been fully resolved.

Accordingly, the undersigned parties stipulate and agree that all claims asserted in this matter related to the County's insurance coverage for the claims that were or could have been brought by the plaintiffs in Oso I and II have been resolved and may be dismissed with prejudice and without an award of costs or fees to any party. It is expressly understood and agreed that the preclusive effect of this dismissal does not extend beyond the insurance claims for the Oso I and Oso II cases.

DATED this 12th day of September, 2019.

**GORDON TILDEN THOMAS &
CORDELL, LLP**

**MARK ROE, PROSECUTING
ATTORNEY**

By s/Chelsey L. Mam

By s/Joseph B. Genster

Franklin D. Cordell, WSBA #26392
Chelsey L. Mam, WSBA #44609
Michael Brown, WSBA #45618
Gregory D. Pendleton, WSBA #38361
Special Deputy Prosecuting Attorneys
for Plaintiff Snohomish County
600 University Street, Suite 2915
Seattle, Washington 98101
fcordell@gordontilden.com
cmam@gordontilden.com
mbrown@gordontilden.com
gpendleton@gordontilden.com

Joseph B. Genster, WSBA 14968
Michael C. Held, WSBA #19696
Deputy Prosecuting Attorneys
Snohomish County Prosecuting Attorney
Civil Division
Robert J. Drewel Bldg., 7th Floor
3000 Rockefeller Ave., M/S 504
Everett, WA 98201-4046
joseph.genster@co.snohomish.wa.us
mheld@co.snohomish.wa.us

Attorneys for Plaintiff Snohomish County

Attorneys for Plaintiff Snohomish County

1 **CLYDE & CO US, LLP**

2
3 By s/Alexander Potento

4 Alexander Potente, WSBA #48858
5 Lennell T. McCallum*
6 101 2nd Street, Suite 2400
7 San Francisco, CA 94105
8 alex.potente@clydeco.us
9 Lenell.mccallum@clydeco.us
10 *Admitted Pro Hac Vice
11

12 ***Attorneys for Defendant Arrowood***
13 ***Indemnity Company***
14

15 **CLYDE & CO US, LLP**

16
17
18 By s/ Robert A. Meyers

19 Robert A. Meyers, WSBA #24846
20 701 Fifth Avenue, Ste 4200
21 Seattle, WA 98104
22 Bob.Meyers@clydeco.us
23

24 Lawrence Klein*
25 Robinson & Cole LLP
26 666 Third Avenue, 20th Floor
27 New York, NY 10017
28 lklein@rc.com
29 *Admitted Pro Hac Vice
30

31 ***Attorneys for The Insurance Company of***
32 ***the State of Pennsylvania***
33

34
35
36 **DLA PIPER LLP (US)**

37
38 By s/Anthony Todaro

39 Anthony Todaro, WSBA #30391
40 701 Fifth Avenue, Suite 7000
41 Seattle, WA 98104
42 Anthony.todaro@dlapiper.com
43

44 Michael P. Murphy*
45

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No. 2:16-cv-00063-BJR

MERRICK, HOFSTEDT & LINDSEY, P.S.

By s/David S. Cottnair

David S. Cottnair, WSBA #28206
3101 Western Avenue, Suite 200
Seattle, WA 98121
dcottnair@mhlseattle.com

Attorneys for Defendant Insurance Company
of the West

**MURPHY, PEARSON, BRADLEY &
FEENEY**

By s/Nicholas C. Larson

Nicholas C. Larson, WSBA #46034
88 Kearny Street, 10th Floor
San Francisco, CA 98108
nlarson@mpbf.com

Mark T. Whitford, Jr.*
Anthony J. Piazza*
Barclay Damon, LLP
2000 HSBC Plaza
100 Chestnut Street
Rochester, NY 14604
mwhitford@barclaydamon.com;
apiazza@barclaydamon.com
*Admitted Pro Hac Vice

Attorneys for Defendant Everest National
Insurance Company

GORDON TILDEN THOMAS & CORDELL LLP
600 University Street, Suite 2915
Seattle, WA 98101
Phone (206) 467-6477
Fax (206) 467-6292

1 R. Brian Seibert*
2 DLA Piper LLP (US)
3 1251 Avenue of the Americas
4 New York, NY 10020
5 Michael.murphy@dlapiper.com
6 Brian.seibert@dlapiper.com
7 *Admitted Pro Hac Vice
8

9 *Attorneys for Defendant Starr Indemnity &*
10 *Liability Company*
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No. 2:16-cv-00063-BJR

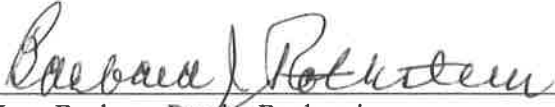
GORDON TILDEN THOMAS & CORDELL LLP
600 University Street, Suite 2915
Seattle, WA 98101
Phone (206) 467-6477
Fax (206) 467-6292

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ORDER

Pursuant to the above stipulation, IT IS HEREBY ORDERED that all claims between Snohomish County and the Defendant Insurers arising from the County's claim for insurance coverage for the Oso I and Oso II litigation are DISMISSED WITH PREJUDICE. Each party shall bear its own costs and fees incurred.

DATED this 12th day of September, 2019.


Hon. Barbara Jacobs Rothstein
United States District Court Judge